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CITY OF FORT LAUDERDALE UNSAFE STRUCTURES BOARD THURSDAY, NOVEMBER 15, 2012 AT 3:00 P.M. CITY COMMISSION MEETING ROOM CITY HALL

> Cumulative Attendance 10/12 through 9/13

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Board Members	Attendance	Present	Absent
Michael Weymouth, Chair	P	1	1
Joe Holland, Vice Chair	P	1.	1
John Barranco	Р	2	0
Joe Crognale	Р	2	0
Pat Hale	P	2	0
Thornie Jarrett	Р	2	0
Don Larson	Р	2	0
John Phillips	P	2	0
B. George Walker [arrived 3:12]	P	2	0

City Staff

Lori Grossfeld, Board Secretary Erin Saey, Clerk III Ginger Wald, Assistant Attorney Jorg Hruschka, City Building Inspector Gerry Smilen, City Building Inspector George Maura, Police Officer for Code Enforcement Jeri Pryor, Code Enforcement Supervisor/Clerk Jamie Opperlee, ProtoType Inc. Recording Clerk

Communication to the City Commission None

Witnesses and Respondents

CE12032397: Phillip Seager, owner; Freya Taylor, neighbor; Cheryl Otten, neighbor; John Grannie, contractor

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Case Number	Respondent	Page
1. CE07061056	EDMUND WATERMAN	3
Address:	627 N FEDERAL HWY	
Disposition:	Owner is ordered to demolish the property within 30 days or the City shall demolish. Board approved 7-0 with Mr. Barranco abstaining.	
2. CE12032397	SEAGER, PHILLIP L	11
Address:	715 NE 15 AVE	
Disposition:	Extension granted for 63 days until January 17, 2013. Board approved 9-0.	
	Board Discussion	
	Communication to the City Commission	41
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The regular meeting of the Unsafe Structures Board convened at 3:01 p.m. at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

All individuals giving testimony before the Board were sworn in.

Approval of meeting minutes

Motion made by Mr. Larson, seconded by Ms. Hale, to approve the minutes of the Board's October 2012 meeting. In a voice vote, motion passed 8-0.

Cases

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1. Case: CE07061056

WATERMAN, EDMUND

627 N FEDERAL HWY

MS. SAEY: Okay, the first case is for Gerry Smilen. Case number CE07061056, 627 North Federal Highway. The violations are noted on the agenda as well as the certified mail.

The post, the property was posted on 9/27/12. It was advertised in Daily Business Review on 10/26/12 and 11/2/12.

The case was first heard at the 6/21/12 USB hearing. The Board ordered a twenty-eight-day continuance to the July 19, 2012 USB hearing. At the July 19, 2012 hearing, USB hearing, the Board ordered a sixty-three-day extension to the 9/20/12 USB hearing. At the 9/20/12 USB hearing, the Board ordered a 56-day extension to the 11/15/2012 USB hearing.

CHAIR WEYMOUTH: Very good. Good afternoon Mr. Smilen.

INSPECTOR SMILEN: Good afternoon Board. Gerry
Smilen, Building Inspector for the City of Fort Lauderdale.
Basically on this property at 627 North Federal Highway, what
I can report is that a shutter permit and steel door
replacement permit were issued and passed final inspections.

So the building is secured. However the interior demolition permit has expired due to a lack of inspections. On a demolition permit, you basically have 60 days, and it's not like a regular building permit. So you have 60 days to show some performance of work with an inspection, with a full complement of crew people on the job. And if I look at this permit here which is, give me a minute --

CHAIR WEYMOUTH: You say that it's expired because it hasn't had an inspection.

INSPECTOR SMILEN: That's correct.

CHAIR WEYMOUTH: Has there been any work done under the permit, do you know?

INSPECTOR SMILEN: Well, I have no way to verify that because the building is secured and I can't get in there verify anything. The permit was issued on August 21 of 2012 and I don't have any record of any inspections even being scheduled on the property, so it followed in suit with the fact that the 60 days had elapsed and there wasn't any work or inspection or job check called in.

CHAIR WEYMOUTH: I don't know if I can go here so Ginger, you may want to pay attention real quick, but I think John, aren't you recusing yourself from this because you've got some connection to it?

MR. BARRANCO: Yes.

CHAIR WEYMOUTH: Do you, is it fair for me to ask

him if he knows if there's been any work done to the 2 property? Or is that something --3 MR. BARRANCO: I have no idea, so it doesn't 4 matter. 5 MS. WALD: Well then, that makes it easy. 6 CHAIR WEYMOUTH: Okay. Then I won't have to ask 7 him. 8 MR. CROGNALE: It becomes automatic after 60 days 9 without calling a inspection; it sort of automatically 10 expires. 11 CHAIR WEYMOUTH: I'm just curious whether they 12 pulled the permit to satisfy the requirements of getting over 13 the Unsafe Structures, whether they've physically done the 14 work, so. 15 MR. LARSON: Mr. Chairman? 16 CHAIR WEYMOUTH: Yes sir. 17 MR. LARSON: May I ask Gerry a question? 18 CHAIR WEYMOUTH: Absolutely. 19 MR. LARSON: Gerry, on the outside, on the 20 overhang, on the soffits and, have they done anything? 21 not seen any work done on it. 22 MS. HALE: No. 23 MR. LARSON: They look pretty straggly. 24 they've not, is your, to your knowledge they've not even touched that at all. 25

INSPECTOR SMILEN: No, no they haven't. The game plan was to secure the roof joists inside and to gut the building so it was clean inside and then they were going to remove the outside pergola and they were going to paint the property. Pergola was the thing that we were concerned about along with the overhangs. They were going to take care of those things.

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The man who's working with the property owner,

Edmund Waterman, Enrique Senior, who had been here and

appeared before you before, he had called me a couple weeks

ago and told me they were proceeding with some changes on the

plans but I'm little surprised that nobody is here to

represent Mr. Waterman or him to give us an update. So I'm

really at a loss for words, I don't know, I can't explain why

we're at this point here.

MR. LARSON: Well as far as I'm concerned we've given enough extensions and if they haven't got their, even though they've secured the doors and anybody getting in, they've not taken care of the safety issues outside and I've given them enough time.

INSPECTOR SMILEN: Well, from my professional opinion, I certainly could not say that this is not an unsafe structure because I haven't been able to go inside and see how they've secured and braced off the roof joists. So I couldn't tell you if anything's changed.

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MR. LARSON: But you don't even know if they've even braced those off either.

INSPECTOR SMILEN: I think there was some bracing inside but I haven't seen what it is up to date so I would have to really -- excuse me -- I would really have to have access to the building to verify at least if we're looking at the structure being safe as is.

MR. JARRETT: I have a question.

MR. LARSON: Thank you Gerry.

CHAIR WEYMOUTH: Okay. Thornie?

MR. JARRETT: Gerry, when you had this conversation with that builder two weeks ago, was it clear in your mind that he understood that he either needed to do something or be here today?

INSPECTOR SMILEN: Yes, well, they get notified just like they have in the past. The addresses are the same, the notification process is the same. They've always appeared here, so I don't know, I can't explain why they're not here.

MR. JARRETT: Did you happen to mention to him that he needed to do something otherwise the Board could take action against him? Did you point that out to him?

INSPECTOR SMILEN: Well, I told him like I tell everybody that when you're scheduled for a hearing you need to be there or have a representative or else it's a little

bit out of your control.

MR. JARRETT: Oh, okay.

CHAIR WEYMOUTH: And they're showing that the piece of mail came back unclaimed. So that may be a reason why he's not here, not necessarily that that's a reason.

MS. SAEY: Yes, the certified mail is actually signed by Shambre Love on September 26, 2012 at the property owner's address as well.

CHAIR WEYMOUTH: All right. But on 10/17 there was a piece that was returned.

MS. SAEY: Yes.

CHAIR WEYMOUTH: Okay. Edmund Waterman. Okay, so they've gotten proper notice, obviously.

Any other questions for Inspector Smilen? Hearing none, is there anybody here on behalf of the owner who would like to testify? Hearing none, does somebody want to make a motion?

MR. LARSON: Mr. Chairman, I'm not in favor of giving a continuance; I think he's had enough of them and there should have been something done before now. And, I'd like to move that we find that the violations exist as alleged and that we order the property owner to demolish the structure within 30 days and that we order the City to demolish the structure should the property owner fail to timely demolish. Such demolition is to be accomplished by a

licensed demolition contractor pursuant to the City's issued 1 2 demolition permit. 3 CHAIR WEYMOUTH: Okay, so we have a motion, do we 4 have a second? 5 MR. CROGNALE: I'll second that motion. CHAIR WEYMOUTH: We have a second, any further 6 discussion before we take it to a vote? 7 8 MS. HALE: Just one thing, Gerry, you were talking 9 about a 60-day automatic extension? In other words, I didn't 10 quite get that. We're not working in that 60-day period, are 11 we now? 12 INSPECTOR SMILEN: Any permit that is issued, 13 there's a period, a time period where work has to be proven 14 that it's been done on that property. 15 MS. HALE: Right. 16 INSPECTOR SMILEN: Or else the permit would be 17 considered, the work and the job would be considered 18 abandoned and the permit would expire. Normally on a regular 19 building permit, it's a 180 days, but on a demolition permit 20 because of the nature of the work it's a 60 day process. 21 MS. HALE: Oh. 22 INSPECTOR SMILEN: So, if you do not call in an 23 inspection or prove that there's work, or a job check or have

25 MS. HALE: Understand.

a crew there, then 60 days.

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1 CHAIR WEYMOUTH: Any other questions before we put it to a vote? 2 3 MR. PHILLIPS: Did that -- what was the extent of the demolition permit [inaudible] what were they going to 4 5 demolish? 6 INSPECTOR SMILEN: Well, what had happened 7 originally, which we started this as a work without permits 8 case is, they had gone in there and that the building had been a few different things and they had gone in there and 10 just started demolishing the interior of the building without a permit which included electrical, plumbing, mechanical, et 11 cetera. So that's why we went in there after most of the 12 13 demolition was done. 14 So the idea here was to legitimize what they 15 removed to make sure that everything has been capped off and 16 is safe and any additional bracing due to the nature of the 17 building and its structural integrity would be accomplished 18 so that it would be a safe building. 19 MR. PHILLIPS: Wasn't there some gross 20 deterioration of the flat roof? 21 INSPECTOR SMILEN: 22 MR. PHILLIPS: Holes in it?

INSPECTOR SMILEN: The roof leaks. I didn't see any daylight per se, but the roof is leaking to the point where the steel roof joists have rusted out and deteriorated

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and definitely need to be repaired. 2 CHAIR WEYMOUTH: Okay. Any other comments or questions? Hearing none, let's take this to a vote. All in 3 favor of the motion say aye. 4 BOARD MEMBERS: Aye. 5 6 CHAIR WEYMOUTH: Any opposed? Hearing none, the 7 motion carries. 8 MR. BARRANCO: And for the record, I didn't vote on 9 that one. 10 CHAIR WEYMOUTH: Oh, and for the record -- okay. 11 MR. BARRANCO: I didn't vote. 12 CHAIR WEYMOUTH: Okay. Also if the record will 13 reflect that George Walker is joining the meeting at 3:12. 14 All right, next case. 15 16 2. Case: CE12032397 INDEX 17 SEAGER, PHILLIP L 1.8 715 NE 15 AVE 19 MS. SAEY: Okay, second case on page two. Case 20 number CE12032397, Case address: 715 Northeast 15 Avenue. 21 The owner is Phillip L. Seager. 22 Certified mail as you can, as noted on the agenda; 23 violations are as noted on the agenda. 24 This is actually a request to reconsider your last 25 motion.

The case was first heard at the 5/17/12 USB hearing. The Board ordered a 35-day extension to the 6/21/12 USB hearing. At the 6/21 USB hearing, the Board ordered then the 28-day extension to 7/19/12. At the 7/19/12 USB hearing, the Board ordered a 91-day extension to the 10/18/12 USB hearing. At the 10/18/12 USB hearing the Board did order a 28-day demo. And as you noted in your packets this is the letter that we received to reconsider your motion.

CHAIR WEYMOUTH: Okay, before we get into this, I was not here last month so I'm going to ask just for a quick recap for myself. But in reading the minutes it seemed like it was a pretty spirited conversation and I'm going to limit this meeting to just about the unsafe structures nature of this piece of property. I don't want to hear about some of the things I read about. so if you would please limit your dialogue to just things that are going to be considered as it relates to an unsafe structure. So, Gerry if you'll give me -

MR. PHILLIPS: Well, Mr. Chairman, the only comment I'd make is there are some extenuating circumstances that I believe went into the bona fides and the likelihood of the property owner and certain representations that the place would be fixed up and what happened. So I think the, we as a fact-finder, we listened and there's some discrepancies. I think that had a lot to do with it also, respectfully.

CHAIR WEYMOUTH: Okay.

MR. PHILLIPS: In terms of the effect upon, I, the two neighbors are here and we listened to their story which I found compelling. So I don't think I agree we don't need to go into all that today because it's going to be demolished. Is there a chance for this prospective purchaser to fix it up and make them happy? I think really that's the focus.

CHAIR WEYMOUTH: I agree, I agree. So with that said, to you.

INSPECTOR SMILEN: Where do you want me to, do you want me to just go forward or do you want me to, what do you want me to do?

CHAIR WEYMOUTH: I think you pretty much can go forward unless anybody else needs to have reconsider. Joe, I know you weren't here last month either but I mean the minutes were fairly clear as to what transpired, but.

MR. PHILLIPS: Can I just, did you speak to Mr. Grannie, the contractor who I think wants to buy it and he said the permits are ready to be picked up, sealed, architect's on board, contract signed, title insurance ready to go, it's a done deal if we rescind the demolition. Have you been part of that?

INSPECTOR SMILEN: Gerry Smilen, Building Inspector for the City of Fort Lauderdale. I can do one better than that: the permit was issued.

MR. PHILLIPS: Oh!

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INSPECTOR SMILEN: So Mr. Grannie is ready to proceed with the restoration of the property which I think is probably in the best interest of the community.

CHAIR WEYMOUTH: Was it a complete permit that was, it was a permit for the complete renovation?

INSPECTOR SMILEN: Yes, yes it is.

CHAIR WEYMOUTH: Okay.

INSPECTOR SMILEN: So at this point we have an active permit where Mr. Grannie can go in there and more or less complete the work and make this a livable property where somebody's going to live in there, pay their taxes and maintain the property, which is probably for the good of the community. I went by there, there was a board-up permit issued. And it was, I don't know if it was inspected, I think it was supposed to be for either, I forget when the inspection was. But I went by, I have pictures.

[Inspector Smilen showed recent photos of the property]

These pictures were taken about a week ago on the seventh. And you can see, there's the main window. Those, there were, three windows that were boarded up according to the City's specifications. Those areas there have been sealed up. That's showing the side of property there. This is an area where there's an opening that you could walk

right, you know, you can kind of slide right in there through the AC unit. One of the neighbors went in there and put protective wire and screwed it in there so it's secured. So at this point the building is secured. You can see from the outside it looks decent and now with the fact that Mr. Grannie can go in there with the potential of not only doing the work but him being the property owner, which he'll verify for you, there should be no question that the work should be done. And that's what --

CHAIR WEYMOUTH: Has there been a transfer of ownership?

INSPECTOR SMILEN: At this point, no, because of the decision of this Board, there's a concern.

CHAIR WEYMOUTH: When I read the letter I was under the assumption that he was not going to pick up the permit until we decided. But he has. So I didn't know whether there was actually --

MR. PHILLIPS: Is the permit, is the permit in the name of Mr. Seager or is it in the name of [inaudible] --

INSPECTOR SMILEN: I -- Well, the permit would be, well it would have to be in the name of Mr. Seager because that's the ownership of the property. He is the general contractor of course all that could be transferred. But at this point I think the intent is there and the Board needs to give this a good hard look.

CHAIR WEYMOUTH: All right. I'd like to hear from the prospective owner to hear from his lips what he's intending to do. So, it does sound promising.

MS. PRYOR: State your name.

MR. GRANNIE: Hi, my name's John Grannie, Tropic
Trail Builders is the name of my company --

CHAIR WEYMOUTH: Were you sworn in sir? I'm sorry.
Okay.

MR. GRANNIE: Yes, yes. And I'm a general contractor, have been since 1984. At first this was going to be a contract job and then Mr. Seager didn't have the money to do it and I offered to buy the property and I was already in for a permit, that's why it took 60 days or so between the revision work and all that and employing an architect to do the job, when he retained me it took that long to obtain the permit.

So in, on October, around October 18, a permit was ready but there was no money from the client to move forward on the project so of course I didn't pick up permit. Then I made an offer on the property which right now my attorney is working on the title work. I know there's probably not a clear title, there's going to be aspects to that. He said it was going to take until December, the first week of December which is actually pushing it to get this thing to close because of all the potential, I guess there's a tax lien on

it and then there's some fines that are imposed by the City here.

So that being said, I'm not going to be able to close on the property until the first week of December. I have the permit, I went ahead and picked it up at the recommendation of Jeri, yes, yes, and at the, at the, they, they, Jeri Pryor had suggested, hey, get the permit, show, you're showing good faith.

I've spent about 2,000 on that and now, and I've spent about 4,000 on the drawings and getting the project ready and the product approvals. And when he, this was really, when this was originally done, he just wanted to fix up the fire damaged portion of this duplex.

I've also been talking to the Chief Building Official which, his name Chris --

CHAIR WEYMOUTH: Augustin.

MR. GRANNIE: Right. And, you know, about considering and how I would handle a revision on this because we were only going to do one side of the duplex. Now my thinking is possibly just converting this back into a three/two which I think the Board would probably rather have a house than a duplex anyway and I'm working on that.

I met my architect there again yesterday. So I might, I can get started with the structural work immediately upon getting ownership of it. I don't want to do that unless

the Board decides hey, we're not going to tear this down and I'll move forward with closing my deal and moving forward with the Building Department. I've done a ton of projects like this over the years, this is nothing that, out of the ordinary and I have a pending contract, here's the contract that's pending.

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[Mr. Grannie displayed the sale contract]

I have all my subcontractor bids, I'm ready to go. So I just want to make sure that the Board, it's all contingent upon the Board not tearing the house down. So if you just tell me you're not going to tear the house down and you're going to give the 60 days or something because I need time to get going and to get the contracts signed and make sure I have clear title, which again that could end up being 'til the sixteenth of December, then we have the holidays.

Certainly I can have my boys in there immediately the day I close because it was a job I was counting on anyway. So, that being said, if the Board would grant me that amount of time, I think I can salvage this house. My intention is to do an upgraded house.

I've been building in Highland Beach, Ocean Ridge,
Delray Beach, east of the Intracoastal for the past 18 years.

I used to build here in Las Olas so I do high-end
construction and my intention if I, either way is to do this
with impact glass, replace all the doors, all the windows,

granite countertops, nice cabinetry, solid core doors. I want to do an upgraded home. So I think it'd be best for the community and that's my schmiel.

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CHAIR WEYMOUTH: I'm sure the Board's got a couple questions for you but just real quick I'd like to [inaudible] Ginger, what are the Board's options?

MS. WALD: The Board's options are as follows: 1. The request is basically a request for a motion for reconsideration of the prior decision of the Board. The prior decision of the Board was to demolish the property. The Board is now hearing it as a motion to reconsideration, can make the decision whether to go ahead, reconsider that vote and vote not to demolish it if you choose to do so. So it would be a two-step process.

The other option of the Board is to deny any type of consideration and the original order stands where it is or to take no action. Because it's nothing formal, it's not a formal process in front of the Board.

It's something that we decided about a year ago made more sense instead of people going through the process, getting the permits and then still having an order from an Unsafe Structure Board that could tie up title work, than if it's brought back to the Unsafe Structure Board for decisions to be made. So those are the options.

CHAIR WEYMOUTH: If we were to rescind the

1 demolition order --2 MS. WALD: Uh-hm [affirmative] 3 CHAIR WEYMOUTH: -- and this gentleman did not 4 close on the property. Obviously I don't blame him for not 5 wanting to close --6 MS. WALD: Uh-hm [affirmative]. Sure. 7 CHAIR WEYMOUTH: -- without knowing that the 8 structure's going to be leveled. If we were to rescind it 9 and he did not close, say by January 1, could we, do we have to rehear this whole case again? 10 11 MS. WALD: No. And in fact, if that's something 1.2 that the Board would want to do, my recommendation in that 13 regard would be to grant the motion for reconsideration as to 14 the last order for the demolition, vacate that order and if 15 the Board wanted to take the next step which is granting 16 additional time such as you stated, 60 days to -- I don't 17 think we have a December, so I think we would be looking at 18 January --19 CHAIR WEYMOUTH: Correct, correct. 20 MS. WALD: The January meeting, and have the 21 appearance at the January meeting like we normally do on 22 cases on extensions that the Board could do that. 23 CHAIR WEYMOUTH: Okay, okay. 24 That would be the process. MS. WALD: 25 CHAIR WEYMOUTH: Thank you.

1 MS. WALD: You're welcome. 2 CHAIR WEYMOUTH: Mr. Phillips. 3 MR. PHILLIPS: Mr. Grannie, I notice you didn't 4 sign the contract yet. 5 MR. GRANNIE: Right. I did not sign the contract 6 yet. My attorney has the -- is waiting for me to sign that contract and I was going to sign the contract upon this 8 meeting. I mean hey, I've put out a lot of money, you know, 9 I, but --10 MR. PHILLIPS: Well, it's the chicken or the egg I 11 mean. 12 MR. GRANNIE: Well, why do I want to sign a 13 contract --14 MR. PHILLIPS: Sign on the dotted line. 15 MR. GRANNIE: I mean it is, you know, we added a 16 contingency of whether this Board authorizes it. 17 MR. PHILLIPS: No I know but, I mean -1.8 MR. GRANNIE: So technically it could be signed. 19 MR. PHILLIPS: I mean it's, to me it's a proposal, 20 so it's, you know, it's still dealing with Mr. Seeger. 21 until it's signed by both parties to be charged it's really 22 would be getting him to benefit. And that ain't going to 23 happen. 24 MR. CROGNALE: One comment. 25 CHAIR WEYMOUTH: Anything else Jack?

1 MR. PHILLIPS: No, I just think that if it was 2 signed it would --MR. CROGNALE: My only question would be --3 MR. PHILLIPS: I don't know why it wasn't, because 4 if the contingency's there and we don't grant it, then the 5 6 contract is no, you know, it's ineffective. 7 CHAIR WEYMOUTH: Okay. Joe? 8 MR. GRANNIE: Right. 9 MR. CROGNALE: Along the same lines as Mr. Phillips says, I have the same concern. Without a signed contract it 10 11 now becomes a marketable property for Mr. Seager again to 12 negotiate without having a with -- vacated the --13 MR. GRANNIE: He signed it, he signed it. 14 MS. HALE: Yes he did. 15 MR. LARSON: He signed it but you didn't, but you 16 didn't sign it, you haven't signed it. 17 MR. GRANNIE: Right, but I can sign it right now. 18 MR. LARSON: So you don't have a contract. 19 MR. GRANNIE: But I can sign it right now. 20 [People speaking over each other] 21 MR. GRANNIE: I mean I just wanted to show good --22 MR. LARSON: I'm not going to vote for a 23 continuance unless that's contract's signed. I can tell you 24 that right now because you can walk away --25 MR. CROGNALE: It becomes marketable property

again. Once we vacate our demolition it's marketable 1 property with value, more value then. 3 MS. HALE: Sir? 4 MR. PHILLIPS: We're not giving you any legal advice believe me. I would --5 6 CHAIR WEYMOUTH: Ms. Hale? 7 MS. HALE: Would you like this back? 8 MR. GRANNIE: Yes, I think there was a little more 9 than those two pages. 10 MR. PHILLIPS: Well, there was original and two 11 copies. 12 MR. GRANNIE: Right. 13 MR. PHILLIPS: It's unsigned but --MS. HALE: Well we're going to see what he does. 14 15 MR. LARSON: Give him all the copies. 16 MS. HALE: [inaudible] 17 MR. GRANNIE: Oh, if I sign it here, if I sign it 18 right now then you guys you're going to do it? Is that what 19 you were saying? 20 MR. PHILLIPS: I probably would not have that 21 concern if your signature was on all three copies. We might 22 even find a witness. 23 CHAIR WEYMOUTH: Let's, let's, let's. Gerry, did 24 you want to add something? 25 INSPECTOR SMILEN: Yes sir.

1 CHAIR WEYMOUTH: Sir, if you'd let the inspector 2 speak. 3 Gerry Smilen, Building INSPECTOR SMILEN: 4 Inspector, City of Fort Lauderdale. I've been given 5 permission to speak on behalf of the Chief Building Official 6 Chris Augustin, who couldn't be here and he completely 7 supports and endorses --8 MR. PHILLIPS: Okay. 9 INSPECTOR SMILEN: -- the reconsideration of the 10 original judgment. 11 CHAIR WEYMOUTH: Okay. Good to know. 12 MR. LARSON: Mr. Chairman? 13 MR. PHILLIPS: Mr. Chairperson, can I just say a 14 couple questions? 15 CHAIR WEYMOUTH: Yes sir. 16 MR. PHILLIPS: Mr. --17 MR. GRANNIE: Grannie. 18 MR. PHILLIPS: Mr. Grannie, is there any side deal 19 between you and Mr. Seager like well, we're not going to sign 20 it on purpose and that way --21 MR. GRANNIE: Absolutely --22 CHAIR WEYMOUTH: Speak into the microphone. 23 MR. PHILLIPS: -- you know, it's, because it has a 24 purchase price on it which I'm not going to disclose because, 25 but --

1 MR. GRANNIE: Do you think it's a good price? 2 MR. PHILLIPS: I'm not commenting. No, I have no, I have no comment, I don't know what the value of the 3 property is. But are there any side agreements that strategically you didn't sign that for some reason that you 5 don't want to be bound to --7 MR. GRANNIE: Only because I'm so leery of the, I've never been through this type of procedure and my 8 attorney's waiting, in fact I told him I signed it. He has 10 the copy that's signed by Philip here. 11 MR. PHILLIPS: Well you have all three copies 12 signed by him. 13 MR. GRANNIE: No, no but he has a copy of the 14 contract and he's already working. I mean, I can put George, 15 my attorney on the phone right now and he, you know? But 16 only because I'm leery, I mean hey, I'd sign, I'll sign the 17 contract right now. 18 MR. PHILLIPS: Mr. Chairman, can we take a two-19 minute recess so I can go to the men's room? 20 CHAIR WEYMOUTH: Sure. 21 MR. PHILLIPS: At which time I think he may want to 22 call Moraitis on the phone and say look. 23 CHAIR WEYMOUTH: Okay. 24 MR. LARSON: Mr. Chairman, can I ask, before, go

ahead, I just want to ask a clarification. You said that you

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1 were going to make this into a single-family dwelling, sir, 2 instead of a duplex? 3 MR. GRANNIE: I'm sorry? 4 MR. LARSON: Did you say you are going to make this 5 into a single-family dwelling instead of a duplex? 6 MR. GRANNIE: I, honestly, I have not decided 7 emphatically about that, I mean, it's zoned for a duplex, it 8 was approved in '78 as a duplex and that is something I've 9 been talking to the Chief Building Official. Now you have to 10 understand, this has only happened in the past week or so. 11 MR. LARSON: I understand. I'm a former builder so 12 I understand. 13 MR. GRANNIE: And I'm not going to go out on a 14 \$300,000 deal and sign a contract so I mean, and honestly I 15 think it would be in the best interest of the Board but I'm 16 happy to walk away from this right now too and kiss away five 17 grand. 18 CHAIR WEYMOUTH: Let's do a couple things. Let's 19 do a couple things. Why don't you check in with your 20 attorney and see if you're going to sign this thing. 21 MR. GRANNIE: Oh, I'd sign, you know, I mean, you 22 know. 23 CHAIR WEYMOUTH: I'm trying to keep this moving 24 Do you, because I was going to say also if there's 25 anybody else that wants to speak. Do you want to wait, do

1 you want us to wait 'til you get back to hear from any other 2 testimony? 3 MR. PHILLIPS: I'm giving, I'm really giving him a hint to call his lawyer and sign the damned thing. 4 5 CHAIR WEYMOUTH: I know that. But I'm sure there's probably, there may be other people who want to weigh in on 7 this or make a comment. 8 MR. GRANNIE: [on the phone] Is George in? 9 This is John Grannie, I'm at a meeting in the City Senior. of Fort Lauderdale, just want to talk to George a second 10 please. 11 12 CHAIR WEYMOUTH: Sir, if you'd step back, if 13 there's anybody, I'm just trying to keep this meeting moving 14 along. Is there anybody else that would like to speak? Good 15 afternoon ma'am. 16 MS. WALD: Can you state for the record that Mr. 17 Phillips has walked off the dais? 18 CHAIR WEYMOUTH: Me too or, you just did. 19 MS. WALD: Yes, I just did it. Mr. Phillips has 20 walked off the dais. 21 MS. TAYLOR: Freya Taylor. 22 CHAIR WEYMOUTH: I'm sorry, Ms. Taylor? 23 MS. TAYLOR: Yes, Freya Taylor. 24 CHAIR WEYMOUTH: Good afternoon how are you? 25 MS. TAYLOR: Good thank you. I came initially at

John Grannie's request and then later got a letter from Gerry Smilen also asking to be here.

CHAIR WEYMOUTH: Okay.

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MS. TAYLOR: I'm one of two neighbors, we live either side of the property that you're talking about. I saw Mr. Grannie I think it was the weekend before last on the property and introduced myself and he told me that he was going to be buying the property from Philip and he was going to be remodeling.

We talked for a while, I showed him around my property to give him an idea of the depth and different things he could do with it. Felt incredibly positive about it. Talked to him about a problem I have with a huge ficus that's on the property line that poses a danger to my house, which he, you know, again, seemed very receptive to taking it down.

After my initial feeling of all my Christmases have happened at once, I started to worry a little bit about basically the questions the gentleman who now has a vacant seat was asking. Is this going to happen now, just because permits are applied for is this something that's going to drag out 'til the market is better? Is it going to be strictly re-built as two rental units, which I understand it's zoned for so I have absolutely no say in that.

But as a homeowner obviously I'd be happier if it

was a three/two which, if it was an empty lot, I think somebody would come in and build a three/two rather than a duplex.

So I'm a little bit ambivalent. If Philip walks away with cash, all the best to him. If Mr. Grannie has made a good deal and certainly Victoria Park is always a place where you make good deals on the land there, that's wonderful too.

It's just, I'm less than exhilarated because I am left with the same problem with the tree that would take out literally half my house if it came down because it hasn't been maintained for the past four years and the termite problems and I would have liked to see something do about that. But again I have no rights. What's over one side of the fence has no rights on the other side of the fence. But other than that I'm pleased that Mr. Grannie is a reputable contractor. I would like to also make sure that everything's signed and this can't just drift away as these things have a tendency sometimes to do.

CHAIR WEYMOUTH: Very good.

MS. TAYLOR: So, that's my --

CHAIR WEYMOUTH: Well, and just as a footnote I am familiar with the area. There's vacant properties on 15 Avenue, I don't think you'd really want to have a vacant

1 property, especially if you have somebody who's willing to 2 fix up what's already there so just, you know. 3 MS. TAYLOR: No, that is something Jerry Smilen pointed out also. 4 5 CHAIR WEYMOUTH: Yes, yes. So, something built, something nice, 6 MS. TAYLOR: 7 something that somebody cares about. We were all for. 8 just want to make sure that it's not a pig in the poke and it 9 is going to happen and happen properly. That's all. 10 CHAIR WEYMOUTH: Thank you for coming out. Would 11 you like to add something? Is, okay. Mr. Grammie? Did you 12 hear from your attorney or did you have an epiphany while you 13 were sitting in the [inaudible] 14 MR. GRANNIE: He has an attorney's life; he's 15 already left for the day. So, but I know what - yes, really. 16 Here, here, here, I signed it. MR. PHILLIPS: I resemble that remark. 17 18 MR. GRANNIE: I signed it. I told him that I would 19 sign it upon and send it to him today after this meeting. Не 20 has a whole copy, he already started title work I think. 21 CHAIR WEYMOUTH: And, if you'll leave that up here 22 but keep it away from the microphone they won't hear that 23 eloquent [inaudible] that you just gave --24 I signed it. But you know, as far as MR. GRANNIE:

like any guarantee to the neighbors or anything like that, I

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mean, I'm going to purchase it with the right to do what I --1 2 CHAIR WEYMOUTH: Absolutely. MR. GRANNIE: You know, if I want to make a 3 three/two, if I want to tear down a ficus tree, if I -- which 4 I understand there's a special permit for that. Believe it 5 6 or not and they're going to want me to add more trees so I 7 already looked into that. So even though it's a crappy tree, it might end up having to stay there because it could be a 8 big financial burden to the new property owner, whomever that 10 may be. MR. PHILLIPS: I was just curious, not to rewrite 11 your contract, but, of the purchase price. 12 MR. GRANNIE: Yes? 13 14 MR. PHILLIPS: You have things like the cost of 15 liens and taxes --16 MR. GRANNIE: Yes, I put any --17 MR. PHILLIPS: [inaudible] that's going to come out 1.8 of that price, right? 19 MR. GRANNIE: Yes, at the closing table. 20 MR. PHILLIPS: It's coming out of him. 21 MR. GRANNIE: Yes. 22 MR. PHILLIPS: All right. 23 CHAIR WEYMOUTH: Good. All right, we'll --24 MR. GRANNIE: At the closing table, my attorney 25 said he'll do the checks to the City and --

1 MR. PHILLIPS: No, the reason I ask is because if it's a contingency and it's not met by him, then the contract 2 3 could be voided. But if it's that it comes out of his, then there's no contingency but I think you're covered by that. 4 5 I mean, I've been involved in on this MR. GRANNIE: building through this recession and let me tell you, 7 attorneys can find any reason to get out of any contract and I, take it firsthand, it's happened to me where people 8 committed to buying things and they left their 20 grand 10 behind and I was there with a \$200,000 property. So, you 11 know. 12 CHAIR WEYMOUTH: Guys, in the interest of keeping, 13 it sounds like Mr. Grammie has satisfied what seems to have 14 been a major concern of the Board's. Is there any other 15 discussion as it relates to this or are we going to move this 16 along? 17 MR. BARRANCO: I do have just one question. 18 CHAIR WEYMOUTH: Yes sir, Mr. Barranco. 19 MR. BARRANCO: I don't have a very good memory. 20 MR. WEYMOUTH: Guilty. 21 And I don't know if it was in this MR. BARRANCO: 22 case or another case but if you could remind me, wasn't there 23 one of the cases where somebody was related to the contractor, was a brother or something, was it this case? 24

Yes.

CHAIR WEYMOUTH:

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MR. BARRANCO: Are you related at all? 1 MR. GRANNIE: 2 No. 3 MR. BARRANCO: To the homeowner? MR. GRANNIE: No. 4 5 MR. PHILLIPS: No, that was --MR. GRANNIE: Absolutely not. 6 7 MR. BARRANCO: [inaudible] contractor. CHAIR WEYMOUTH: I think that was the tile setter. 8 9 MR. PHILLIPS: His brother was the tile setter. 10 CHAIR WEYMOUTH: Right, right. MR. GRANNIE: His brother does marble work for me. 11 12 MR. BARRANCO: Oh, okay. 13 MR. GRANNIE: That's how this all came about. 14 MR. BARRANCO: I just wanted to make sure you 15 weren't his brother. 16 MR. GRANNIE: Typically I don't even work, I mean I 17 live in Plantation and all my work's up, been in Palm Beach 18 for 20 years. 19 MR. BARRANCO: So for the record, you're not 20 related at all. 21 MR. GRANNIE: Not at all, absolutely no. 22 MR. BARRANCO: Okay. 23 CHAIR WEYMOUTH: All right, any other questions? 24 Would somebody like to make a motion? 25 MR. PHILLIPS: I'd like to move --

MR. GRANNIE: You guys are all scared of me. 1 2 MS. HALE: No. 3 MR. PHILLIPS: I'd like to move that we, I'd like 4 to move we grant the reconsideration number one, so --5 MS. HALE: Yes. MR. PHILLIPS: Number one. 6 7 MR. HOLLAND: That's it, that's it. I second. CHAIR WEYMOUTH: Okay. So as we speak, well now we 8 9 need to vote on, do we need to vote on these individually? 10 MS. WALD: Yes. 11 MS. HALE: Yes. 12 CHAIR WEYMOUTH: Okay. We have a motion, we have a 13 second. Is there any additional conversation of rescinding 14 the demolition order? 15 MR. PHILLIPS: Well, no, of granting a rehearing. 16 MS. WALD: This is first, yes, the motion that's 17 been made is the reconsideration of the prior order. You 18 have a --19 CHAIR WEYMOUTH: Okay. 20 MS. WALD: You have a second, so all in favor. 21 CHAIR WEYMOUTH: All in favor, say aye. 22 BOARD MEMBERS: Aye. 23 CHAIR WEYMOUTH: Any opposed? Hearing none --24 MR. PHILLIPS: I'd like to make, I make a motion 25 that we modify, oh no, I make a motion that we vacate the

order of demolition but that we find the violation exists as 1 2 alleged and we order the property to demolish it within 30 --3 MS. HALE: No. MR. PHILLIPS: -- no, within, I guess --4 5 CHAIR WEYMOUTH: Take it to the January date, Jack? 6 MS. WALD: Jack, I think what you're trying to do 7 is --8 MR. PHILLIPS: Yes, why don't you tell me what I'm 9 trying to do. 10 MS. WALD: Yes, I think what you're trying to do, 11 since you've already granted on the motion for 12 reconsideration, is to, two choices, one, I think the 13 cleanest would be to vacate the order to demolish of whatever 14 that date was, what was that date? 15 MS. SAEY: Ten-eighteen. 16 MS. WALD: Ten-eighteen two thousand and twelve. 17 And to grant the owner or an extension of time to come into 18 compliance of, what brings us to January? 19 MR. BARRANCO: January. 20 MS. WALD: 63 days. 21 CHAIR WEYMOUTH: The only problem I've got with 22 that is as we sit here today Mr. Grammie is not the owner, so 23 that means that he needs to come into compliance. 24 MS. WALD: That is correct. 25 CHAIR WEYMOUTH: I think that we're looking for a

transfer of title before that. 2 MS. WALD: Okay, but the problem is you can't order 3 him or make him do anything as we sit here today. is still against the property owner, so the only jurisdiction you have as to the property and the property owner is over 6 Mr. Seager. 7 MR. PHILLIPS: Yes. 8 CHAIR WEYMOUTH: Okay. 9 MS. WALD: Okay? 10 MR. PHILLIPS: All right, I would like to --11 CHAIR WEYMOUTH: Hopefully, they can read between 12 the tea leaves. 13 MS. WALD: I think they can. 14 MR. BARRANCO: And if I could add just one more 15 The beauty about this is if the extension is 16 granted and nothing is done, nothing is closed on, we know 17 the answer next time. 1.8 CHAIR WEYMOUTH: We demolish. 19 MR. PHILLIPS: [inaudible] protection. 20 CHAIR WEYMOUTH: Right. 21 MR. PHILLIPS: Yes.

MR. GRANNIE: But can I ask you one question? If the Board's good enough to grant this, are you saying I have like until the 16 of January? Because here's the, I have to make sure I get clear title and everything, which George is

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working on an all, Moraitis, and all I need to do is make sure that all that happens. You know, I have the funds to do this, all cash, there's no mortgages and include, and that's including the construction. My question is, I don't want to start construction of anything until I take ownership of the property. I think you guys --

MR. PHILLIPS: Can I, you know, that's an interesting point. The fact that the, it's been boarded up, that the permit's been issued, the plans have been approved -

MS. WALD: Remember the --

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CHAIR WEYMOUTH: It's still an unsafe structure.

MS. WALD: The, remember the part of this, this one's a little different. The part of this structure is the back part of the property. If the work is done and it's made safe so if the violations themselves are corrected then the case is over, it won't even come back to you. If the violations are not corrected but Mr. Grammie is the owner, and again I'm presupposing Mr. Grammie is the owner in January and he already has the permits and he's ready to go and he has the wherewithal to do so, it comes back in front of this Board, the Board can, as it has done many other times, grant another extension. But again, it depends what occurs.

CHAIR WEYMOUTH: So, in Mr. Grammie's best

position --1 2 MR. GRANNIE: It's actually Grannie, like an old 3 lady. John Grannie. MS. WALD: I'm sorry, Grannie. 4 5 CHAIR WEYMOUTH: Sorry Mr. Grannie. The best thing he can do is close on the property, correct the violations 7 and show up here on January 16 say he's the owner and the 8 violations have been corrected. 9 MS. WALD: Actually, if he corrects the violations before January 16, this gentleman right here inspects it, 10 that case is closed and it doesn't even, you don't even come 11 back here. 12 MR. GRANNIE: Which is what really is going to 13 14 I mean we're going to close before December. happen. 15 CHAIR WEYMOUTH: We'll see. 16 MR. GRANNIE: I'm going to bring the guys in and 17 start this construction project because everybody's waiting. 18 CHAIR WEYMOUTH: We'll see. 19 MR. PHILLIPS: Well, for clarity, what would, Mr. 20 Smiley [sic] what would, what is the correction? 21 MS. WALD: He would, well, he's going to have to 22 tell you. 23 CHAIR WEYMOUTH: Well, it's all spelled out in the violation. 24 25 MR. PHILLIPS: I think it's set forth in the

1 violation. MR. HOLLAND: Yes, it's in writing, it's in writing 2 3 right on the agenda. 4 MS. WALD: It's basically, do the work what the 5 permits say. CHAIR WEYMOUTH: Right, it's spelled out in the 6 7 violation. 8 INSPECTOR SMILEN: The work has to be at least, the 9 structural work at least has to be completed is what we're looking at here. There is severe fire damage to the exterior 10 11 walls and the rafters, the roof rafters. So basically when 12 that's all gets replaced, that takes care of it then it 13 becomes basically, essentially a building under construction. 14 CHAIR WEYMOUTH: All right. Jack, you want to 15 continue on with your motion? 16 MR. PHILLIPS: So the fact that it will have been 17 still under construction in January 16 is not a problem to 18 determining that it is in compliance? 19 MR. GRANNIE: John, if I may add one thing. Once I 20 close on it, my crews will go in and we'll take the roof off.

MR. GRANNIE: John, if I may add one thing. Once I close on it, my crews will go in and we'll take the roof off. And we're going to replace the joists pursuant to this permit that is in my hand.

MR. PHILLIPS: Okay.

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MR. GRANNIE: And I would say with the holidays it's hard to say, but by mid-January I should have the roof

1 on there. I'm putting new impact windows, they take five to 2 seven weeks. So there is a, once that occurs there's a 3 construction process. 4 MR. PHILLIPS: Okay. 5 MR. GRANNIE: But, and even to the extent if the 6 Board wanted me to put a fence up outside you know a rent-a-7 fence, you know, that's fine. 8 MR. PHILLIPS: I'm just suggesting as of the 9 January date, it might be a good idea for you to come in here 10 as a back-up to let us know where you are. 11 MR. GRANNIE: Right, I could do that. 12 MR. PHILLIPS: Anyway, I'd like to make a motion 13 that we vacate the prior order as to the October 18, 2012 14 demolition. We grant an extension to come into compliance 15 within 63 days which will be the January 17, 2013 hearing. 16 CHAIR WEYMOUTH: Okay. We have a motion, do we 17 have a second? 18 MR. LARSON: I'll second. 19 Yes, I'll second. MS. HALE: 20 CHAIR WEYMOUTH: We have two seconds. 21 MS. HALE: Oh, we'll fight over it. 22 CHAIR WEYMOUTH: Please. Any further discussion before we take it to a vote? All right, all in favor say 23 24 aye.

BOARD MEMBERS: Aye.

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1 CHAIR WEYMOUTH: Any opposed? Hearing none, motion 2 carries. Good luck. Thank you all for coming out. 3 MR. GRANNIE: Thank you. 4 MS. SAEY: And that is the only cases we have. 5 Thank you Board. 6 INDEX 7 COMMUNICATION TO THE CITY COMMISSION 8 CHAIR WEYMOUTH: Okay, well, is there any 9 communications to our fair City Commissioners? 10 MR. BARRANCO: Hold on, we may have something else 11 too. Do we have something else? 12 MS. WALD: Do you want to, whether you have any 13 communications to the City Commission. Yea, nay? 14 CHAIR WEYMOUTH: No. The only thing that I will 15 ask is, everybody's parking permit expires at the end of the 16 year and I don't think we're having a meeting in December. 17 MS. WALD: That's not for the City Commission. CHAIR WEYMOUTH: No, no, no. 18 19 MS. WALD: Nothing for the City Commission. MR. PHILLIPS: May I also something? I'm a little 20 21 trepidous [sic] about parking across the street. There's a 22 bunch of people over there, I'm afraid, you know. 23 CHAIR WEYMOUTH: You park in the garage. 24 In J lot there's --MS. SAEY: 25 MR. PHILLIPS: We can park in the garage?

CHAIR WEYMOUTH: Oh yes, you get a parking pass, park in the garage. MR. PHILLIPS: Oh, I've been parking across the street, there's a -- Okay. Never mind. CHAIR WEYMOUTH: All right, if there's nothing else, we're going to adjourn this meeting. INDEX ,8 FOR THE GOOD OF THE CITY [None] [Meeting concluded at 3:46 pm.] MICHAEL WEYMONTH, CHAIR [Minutes prepared by: J. Opperlee, Prototype, Inc.]

1 CERTIFICATION I hereby certify that I have recorded and transcribed the 2 City of Fort Lauderdale Unsafe Structures Board meeting held November 15, 2012, at 3:00 p.m., City Hall, 100 North Andrews 3 City Commission Meeting Room, Lauderdale, Fort Florida. 4 Dated at Ft. Lauderdale, Broward County, Florida, this 5 , 2013. 6 PROTOTYPE, INC. 7 8 Recording Clerk 9 10 SWORN TO and SUBSCRIBED before me by JAMIE OPPERLEE who is personally known to me and who signed the foregoing for the 11 purposes therein expressed. 12 18th day of JANUARY 13 D.J. GROSSFELD 14 MY COMMISSION # EE 065058 EXPIRES: April 26, 2015 Bonded Thru Budget Notary Services 15 State of Florida 16 17 18 19 20 21 22 23 24 25